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6 Attorneys for Defendant  
ReliaStar Life Insurance Company

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

17 TO THE DISTRICT COURT OF THE UNITED STATES, NORTHERN  
18 DISTRICT OF CALIFORNIA, AND TO PLAINTIFF:

19 PLEASE TAKE NOTICE that defendant ReliaStar Life Insurance Company  
20 ("ReliaStar") hereby removes the above-captioned civil action from the Superior  
21 Court of the State of California for the County of Alameda to the United States  
22 District Court for the Northern District of California, based upon diversity  
23 jurisdiction pursuant to 28 U.S.C. §§ 1332(a), 1332(c), and 1441.

24 This removal is based on the following grounds:

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1    **I.    TIMELINESS**

2        1.    On August 25, 2014, plaintiff Rosie L. Sanders-James (“Plaintiff”)  
 3 commenced this action by filing a Complaint in the Superior Court of the State of  
 4 California for the County of Alameda, Case No. HG14738118.

5        2.    Plaintiff served a copy of the Summons and Complaint on ReliaStar on  
 6 September 15, 2014. True and correct copies of the Summons, Complaint, and all  
 7 other process, pleadings, and orders served on ReliaStar are attached hereto as  
 8 Exhibit A.

9        3.    ReliaStar filed an Answer to Plaintiff’s Complaint in the Alameda  
 10 County Superior Court on October 14, 2014. A true and correct copy of ReliaStar’s  
 11 Answer is attached hereto as Exhibit B.

12       4.    Removal is timely pursuant to 28 U.S.C. § 1446(b) because ReliaStar  
 13 has filed this Notice of Removal within 30 days of being served with the Summons  
 14 and Complaint.

15    **II.    JURISDICTION**

16       5.    This Court has original jurisdiction over this action pursuant to 28  
 17 U.S.C. § 1332 because it is a civil action between citizens of different states, and the  
 18 amount in controversy exceeds \$75,000, exclusive of interest and costs. Thus,  
 19 removal of this action is proper pursuant to 28 U.S.C. § 1332(a) and 1441(a).

20       **A.    Citizenship of Plaintiff**

21       6.    ReliaStar alleges that Plaintiff is a citizen of California.

22       **B.    Citizenship of ReliaStar**

23       7.    ReliaStar is, and at all relevant times was, a corporation organized and  
 24 existing under the laws of the State of Minnesota with its principal place of business  
 25 in Minneapolis, Minnesota. Therefore, ReliaStar is a citizen of Minnesota. 28  
 26 U.S.C. § 1332(c).

1                   **C. Doe Defendants**

2                   8. Does 1 through 19, named by Plaintiff as defendants in her Complaint,  
 3 should be disregarded for the purposes of determining whether removal is proper on  
 4 diversity grounds. 28 U.S.C. § 1441(b)(1) (“In determining whether a civil action is  
 5 removable on the basis of the jurisdiction under section 1332(a) of this title, the  
 6 citizenship of defendants sued under fictitious names shall be disregarded.”).

7                   **D. Amount in Controversy**

8                   9. Plaintiff requests damages of \$51,897.24, unspecified damages for  
 9 “Doctor Visits and Prescription[s],” and punitive damages. (Complaint, ¶ 10).  
 10 Given Plaintiff’s request for \$51,897.24, the \$75,000 amount in controversy  
 11 threshold is met so long as Plaintiff’s claims for (1) damages relating to doctors visits  
 12 and prescriptions and (2) punitive damages exceed \$23,102.76. *See Gibson v.*  
 13 *Chrysler Corp.*, 261 F.3d 927, 945 (9th Cir. 2001) (“It is well established that  
 14 punitive damages are part of the amount in controversy in a civil action.”).

15                  10. Plaintiff’s failure to plead a specific amount of damages relating to her  
 16 doctor visits and prescriptions should be construed in favor of ReliaStar, supporting a  
 17 finding that the minimum jurisdictional threshold has been met. *See Bosinger v.*  
 18 *Phillips Plastic Corp.*, 57 F.Supp.2d 986, 989 (S.D. Cal. 1999) (“[A]s such evidence  
 19 [to show the amount in controversy exceeds \$75,000] may not always be available to  
 20 a removing defendant, to require such proof might defeat removal in an instance  
 21 where a plaintiff declined to plead a specific amount of damages and a defendant  
 22 could not readily ascertain the approximate amount of damages a plaintiff seeks  
 23 within 30 days. Moreover, while it is for the Court to decide its own jurisdiction, the  
 24 Court finds in plaintiff’s silence, implicit support for Defendant’s allegation as to the  
 25 amount in controversy.”).

26                  11. Moreover, punitive damages awards typically equal or exceed the  
 27 amount of compensatory damages requested. *See, e.g., Leavey v. Unum Provident*  
 28 *Corp.*, 2008 WL 4472937, \*3 (9th Cir. 2008) (approving an award of punitive

1 damages that was 1.5 times compensatory damages); *Hangarter v. Provident Life &*  
 2 *Accident Insurance Co.*, 373 F.3d 998, 1015 (9th Cir. 2004) (approving an award of  
 3 punitive damages that was 2.6 times compensatory damages). Punitive damages  
 4 equal to the \$51,897.24 requested in Plaintiff's Complaint would lead to an amount  
 5 in controversy of \$103,794.48, exceeding the \$75,000 jurisdictional threshold by  
 6 more than \$25,000.

7       12. In light of the fact that Plaintiff is seeking compensatory damages and  
 8 punitive damages in excess of \$75,000, the amount in controversy in this case,  
 9 exclusive of interest and costs, exceeds the jurisdiction threshold.

10 **III. NOTICE**

11       13. Proper notice will be given this date to Plaintiff herein, and to the Clerk  
 12 for the Superior Court for the State of California, County of Alameda. A true and  
 13 correct copy of the Notice is attached hereto as Exhibit C and by this reference  
 14 incorporated as if set forth in full.

15  
 16 Dated: October 14, 2014

MESERVE, MUMPER & HUGHES LLP  
 Linda M. Lawson  
 Jason A. James

17  
 18 By: /s/ Jason A. James

20 Jason A. James  
 21 Attorneys for Defendant  
 22 ReliaStar Life Insurance Company